



CITY OF LODI COUNCIL COMMUNICATION

FM

AGENDA TITLE: Adopt Resolution Awarding Contract for Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue, to G&L Brock Construction, of Stockton (\$25,735)

MEETING DATE: January 21, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the above project to G&L Brock Construction, of Stockton, in the amount of **\$25,735.28**.

BACKGROUND INFORMATION: This project consists of trenching and installing approximately 204 linear feet of 8-inch ductile iron pipe and other incidental and related work, all as shown on the plans and specifications for the project. This section of the water pipe at Lodi Avenue and Sacramento Street was identified as needing improvements in the 1990 Water Master Plan prepared by the City's consultant, Psomas. The installation of this water main will rectify the existing water system deficiencies in the area and provide more reliable fire protection to the surrounding properties.

Plans and specifications for this project were approved on November 19, 2008. The City received the following 19 bids for this project on December 17, 2008.

Bidder	Location	Bid
Engineer's Estimate		\$37,640.00
G&L Brock Construction	Stockton	\$25,735.28
Crutchfield Construction	Stockton	\$28,856.00
Preston Pipelines	Milpitas	\$32,512.00
L.R. Gomez Construction	Dixon	\$35,600.00
Down Under Construction	Rocklin	\$35,723.24
A.C. General Engineering	Sacramento	\$37,329.68
Arrow Construction	Sacramento	\$38,639.00
Sierra National Construction	Carmichael	\$38,884.00
Allied-West Construction	Penryn	\$39,017.00
Delta Excavating	Antioch	\$39,200.00
Odyssey Landscape	Lodi	\$40,726.32
Terra Construction	Rancho Cordova	\$40,975.00
Wunschel & Sons	Placerville	\$44,512.60
DSS Company/Knife River Construction	Stockton	\$45,800.00
Production Engineering	Brentwood	\$47,950.00
Teichert Construction	Stockton	\$51,658.00
G&N Construction	Stockton	\$52,693.00
Asta Construction	Rio Vista	\$53,685.00
O.L. Bradley Excavation	Sacramento	\$55,449.84

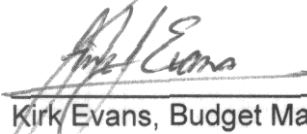
APPROVED:



Blair King, City Manager

Adopt Resolution Awarding Contract for Sacramento Street Water Main Installation, Lodi Avenue to Alley South of Lodi Avenue, Project to **G&L** Brock Construction, of Stockton (\$25,735)
January 21, 2009
Page 2

FISCAL IMPACT: There will be a slight increase in the long-term maintenance of the added water pipe.

FUNDING AVAILABLE: Funding for this project is included in the **FY 08/09** Budget in the Water Capital Fund (181).


Kirk Evans, Budget Manager


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

cc: City Attorney
Purchasing Officer
Water Services Manager

**SACRAMENTO STREET WATER MAIN
INSTALLATION (LODI AVENUE TO ALLEY
SOUTH OF LODI AVENUE)**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and G & L BROCK CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to trench and install approximately 204 linear feet of eight-inch ductile iron water pipe and other incidental and related work, all as shown on the plans and specifications for "Sacramento Street Water Main Installation (Lodi Avenue to Alley South of Lodi Avenue)" project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 2,720.00	\$ 2,720.00
2.	8-Inch Ductile Iron Water Pipe	LF	204	\$ 112.82	\$23,015.28
TOTAL					\$25,735.28

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 15 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2009-05

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR SACRAMENTO
STREET WATER MAIN INSTALLATION PROJECT, LODI
AVENUE TO ALLEY SOUTH OF LODI AVENUE

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on December 17, 2008, at 11:00 a.m. for the Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue, described in the specifications therefore approved by the City Council on November 19, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid	Bidder	Bid
Engineer's Estimate	\$37,640.00		
G&L Brock Construction	\$25,735.28	Odyssey Landscape	\$40,726.32
Crutchfield Construction	\$28,856.00	Terra Construction	\$40,975.00
Preston Pipelines	\$32,512.00	Wunschel & Sons	\$44,512.60
L.R. Gomez Construction	\$35,600.00	DSS Company/Knife River	\$45,800.00
Down Under Construction	\$35,723.24	Production Engineering	\$47,950.00
A.C. General Engineering	\$37,329.68	Teichert Construction	\$51,658.00
Arrow Construction	\$38,639.00	G&N Construction	\$52,693.00
Sierra National Construction	\$38,884.00	Asta Construction	\$53,685.00
Allied-West Construction	\$39,017.00	O.L. Bradley Excavation	\$55,449.84
Delta Excavating	\$39,200.00		

WHEREAS, staff recommends awarding the contract for the Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue, to the low bidder, G&L Brock Construction, of Stockton, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Sacramento Street Water Main Installation Project, Lodi Avenue to Alley South of Lodi Avenue, to the low bidder, G&L Brock Construction, of Stockton, California, in the amount of \$25,735.28.

Dated: January 21, 2009

I hereby certify that Resolution No. 2009-05 was passed and adopted by the Lodi City Council in a regular meeting held January 21, 2009, by the following votes:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, **Katzakian**, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


HANDI JOHL
City Clerk